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## Electric Engineering Division

### Procedures for ELECTRIC UTILITY EASEMENT (CORPORATION)

Proceed in numerical sequence:

1. Insert Parcel I.D. #
2. Job Site address
3. Print corporate name
4. Section
5. Township
6. Range
7. Legal description of the property. If description is too long for space provided, please type See Attached "Exhibit A" and attach copy of legal description and mark it "Exhibit A."
8. Date of execution  
**NOTE: No witnesses are needed if Corporate President signs and Corporate Secretary attests to execution. The Corporate Seal must accompany this Easement if not witnessed. But Easement must be witnessed if not attested and sealed (Corporate Seal).**
9. Signature of first witness (One witness can be the Notary)
10. Printed first witness name
11. Signature of second witness- MUST be different from the first witness (One witness can be the Notary)
12. Printed second witness name
13. Corporate name of owner as it appears on owner's deed
14. Signature of authorized corporate officer  
Note: For all corporations the person signing must be a *corporate officer*.
15. Attesting corporate officer-usually corporate secretary
16. State where easement executed
17. County where easement executed
18. Signature of person taking acknowledgement (Usually a Notary)
19. Printed notary name
20. If other than notary, insert title
21. Notary serial number, if any

In order to record this easement at the Marion County Court House, please provide on a separate sheet the following information:

1. Owner's name (Individual/Agent name or Corporation name).
2. Owner's mailing address.
3. Owner's phone number.

Should you have any further questions, please contact this office. Thank you for your cooperation.

This instrument prepared by:  
City of Ocala Utility Services  
Electric Engineering Division  
1805 NE 30<sup>th</sup> Ave. Bldg 400  
Ocala, FL 34470-4875

1) Parcel I.D. # \_\_\_\_\_

2) Job Site Address: \_\_\_\_\_

**GRANT FOR ELECTRIC UTILITY EASEMENT  
(Corporation)**

THIS EASEMENT, Made this day between 3) \_\_\_\_\_  
(GRANTOR) their heirs, successors and assigns, and the City of Ocala, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate, and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services. Said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

4) SEC: \_\_\_\_\_, 5) TWP: \_\_\_\_\_, 6) RNG: \_\_\_\_\_.

7) LEGAL DESCRIPTION:

The Easement shall be \_\_\_\_\_ feet in width and the length and direction are as set forth in City of Ocala work order number \_\_\_\_\_. GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for the GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; (f) all other rights and privileges reasonably necessary or convenient for GRANTEE'S safe and efficient operation and maintenance and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles (except fences) shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions, and conditions herein contained shall inure and extent to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers duly authorized by the Board of Directors this:

8) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**By signing below, I/we attest that no changes have been made to the content of this document.**

WITNESSES:

9) \_\_\_\_\_  
Signature – Witness #1

10) \_\_\_\_\_  
Printed Name – Witness #1

11) \_\_\_\_\_  
Signature – Witness #2

12) \_\_\_\_\_  
Printed Name – Witness #2

13) \_\_\_\_\_  
Corporate Name

14) by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

15) Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Corporate Grantor's mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16) STATE OF \_\_\_\_\_

17) COUNTY OF \_\_\_\_\_

The foregoing easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ President,

and by \_\_\_\_\_ as Secretary, respectively of \_\_\_\_\_,

a corporation of the State of \_\_\_\_\_, both being personally known to me or who have produced \_\_\_\_\_ (type of identification) and who did (did not) take an oath.

18) \_\_\_\_\_ Signature of Person taking acknowledgement

19) \_\_\_\_\_ Printed/Stamped Name

20) \_\_\_\_\_ Title or Rank

21) \_\_\_\_\_ Serial Number (if any)

RETURN TO:

\_\_\_\_\_  
CITY OF OCALA UTILITY SERVICES  
ELECTRIC ENGINEERING DIVISION  
1805 NE 30<sup>th</sup> Ave Bldg 400  
Ocala, FL 34470-4875